



City of Seattle

Human Services Department

700 5th Avenue, Suite 5800

PO Box 34215

Seattle, Washington 98124-4215

(206) 386-1001

AGENCY SERVICES AGREEMENT

PROJECT NAME:

FUND SOURCES:

This Agency Services Agreement ("Agreement") is made between The City of Seattle (hereinafter "City"), acting through its Director of the Human Services Department (hereinafter "Director"), and the _____ (hereinafter "Agency").

These terms and conditions of this Agreement shall govern the contractual relationship between the City and the Agency.

In consideration of the mutual covenants, promises and consideration set forth in this Agreement, the parties agree as follows:

I. SERVICES RENDERED

Section 100. Term and Scope of Services

Throughout the term of this Agreement, which shall begin on _____ and terminate on _____, the Agency shall provide the City with the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto. Such services shall at all times be provided on a basis satisfactory to the Director, and shall at a minimum be consistent with the goals and objectives set forth in Exhibit A-1 and the minimum performance standards set forth in Exhibit A-2, both of which exhibits are attached hereto and incorporated herein by this reference.

Section 110. Identification of Services

In all communications with service recipients and members of the public, the Agency shall identify the services performed by the Agency pursuant to this Agreement; as funded by the City in furtherance of specified City programs and/or activities as appropriate. Agency shall also post a notice to this effect in a prominent place at each Agency location where such services are provided.

II. PAYMENT, RECORDS, AUDIT AND PROPERTY

Section 200. Budget

The City shall compensate the Agency for satisfactorily providing the scope and range of services identified in Section 100, Exhibit A, to operate the Program on a

cost-of-service basis derived from the Consolidated Budget shown on Exhibit B-1, with City reimbursement made for those Agency expenditures as itemized in the Contract Budget, Exhibit B; and subject to a maximum compensation for all services performed of _____
(\$_____.00).

Where the Contract Budget includes federal funds, the City's reimbursement of funds derived from the United States will be only for such disbursements and charges that qualify under the United States Office of Management and Budget (OMB), Federal Management Circular A-102 (41 C.F.R. 1-15.701 et. seq.), entitled "Cost Principles Applicable to Grants and Contracts with State and Local Governments."

Section 210. Method of Payment

To secure payment for services satisfactorily performed, the Agency shall submit properly executed invoices and such accompanying performance reports and/or work statements as required by the Reporting Requirements. All invoices, performance reports and work statements shall bear the Agency's name and address and the Services Agreement contract number. Invoices must be signed by an authorized representative of the Agency, who shall verify that the invoiced services have been performed.

Section 220. Reports and Information

The Agency shall timely furnish the City with (a) the reports and other information contemplated by Exhibit A-3, attached hereto and incorporated herein by this reference, and (b) such other reports and information as may be requested by the Director related to this Agreement or the services provided hereunder with Program funds, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained in Exhibit A-1. The City may withhold payments otherwise due to the Agency pending timely delivery of all such reports and information.

Section 230. Documentation of Costs

All costs incurred by the Agency in connection with this Agreement shall be supported by properly executed payrolls, time records, invoices, vouchers, records of service delivery or other official documentation, evidencing in proper detail the nature and reasonableness of such costs and any associated requests for reimbursement by the City when provided for under this Agreement. All disbursements by the Agency relating to the services provided under this Agreement shall be sequentially recorded in the Agency's accounting records by date, check or instrument number; amount; vendor description of the items or services procured; and budget item related to the disbursement. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible for review by the City. Such records and documents shall be retained for a period of six (6) years after receipt of final payment under this Agreement; provided, that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

Section 240. Record and Fiscal Control System

The Agency shall maintain its financial records and fiscal control systems in a manner that meets the approval of the Director, the City Auditor and the Washington State Auditor; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, industrial insurance (worker's compensation) and other taxes as may be due; and unless exempt, procure and maintain a City of Seattle Business License. The Agency shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes, including when requested by the City, fidelity bonding of personnel with fiscal responsibilities. All funds relating to this Agreement shall be deposited in an account with a commercial bank, and any disbursement shall be made by check or other document drawn on the account. Any distributions of funds to the Agency from a Trust which holds reserves under a self-insurance program for unemployment compensation or worker's compensation, shall be returned to the City within thirty (30) days of such distribution in proportion to the funds derived from the City and paid into the Trust reserve.

Section 250. Access to Records; Audits

The City, its designated agents and funding entities, shall have access at any time during normal business hours and as often as necessary to any bank account and Agency books, records, documents, accounts, files, reports, and other property and papers of the Agency relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

- A. The Agency shall submit to the City copies of any audit, accompanying management letter, review or consultant report of funds administered by the Agency that was conducted at the direction of other entities or the Agency's Board of Directors. Any such document shall be submitted to the City within thirty (30) days after the Agency receives the report.
 - 1. If the Agency expends City contracted funds totaling \$50,000 but less than \$300,000 per fiscal year under this Agreement, the Agency shall submit to the City an audit report or a financial statement review by an independent Certified Public Accountant (CPA). This audit or review shall be completed at least every two (2) years, and cover one year at a minimum. The report shall be submitted to the City within thirty (30) days after the Agency receives the report, but not later than nine (9) months after the close of the fiscal year being reviewed, whichever occurs first (unless otherwise approved by the City).
 - 2. If the Agency expends City contracted funds totaling \$300,000 but less than \$500,000 of Federal funds from all sources per fiscal year under this Agreement, the Agency shall submit to the City a financial statement audit in accordance with Government Auditing Standards ("Yellow Book" Audit). An A-133 audit would also be acceptable. This audit shall be

prepared by an independent CPA in accordance with governmental auditing procedures. The audit will normally cover a one-year period, unless otherwise directed by the City. The audit shall be completed every year and the audit scope at a minimum shall include 50% of funds received from the City (selection determined by the CPA). The audit shall be submitted to the City within thirty (30) days after receipt by the Agency, but not later than nine (9) months after the close of the Agency's fiscal year, whichever occurs first (unless otherwise approved by the City).

3. Agencies with expenditures of \$500,000 or more in federal direct or indirect funds from all sources in a fiscal year are required by federal policy to comply with the provisions of the Federal OMB Circular A-128 or A-133, whichever may apply to the Agency. This audit shall be completed every year, in accordance with A-128 or A-133. The audit shall be submitted to the City within thirty (30) days after receipt by the Agency, but not later than nine (9) months after the close of the Agency's fiscal year, whichever occurs first (unless otherwise approved by the City).

Additional audit or review requirements may be imposed by funding sources and the Agency will be required to comply with such requirements.

Section 260. Notice Affecting Performance

The Agency shall notify the Director of any matters that could adversely affect the Agency's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after the Agency's discovery of the same.

Section 270. Title to Property Acquired

Any personal property acquired with funds received from the City pursuant to this Agreement which costs Five Thousand Dollars (\$5,000) or more per item and which has a useful life of one year or more shall become the property of the City and/or the City's designee (e.g. the United States) upon the termination of this Agreement. Prior to the termination of this Agreement, the Agency shall use such personal property only for Program purposes, exercise reasonable care for its maintenance, and be responsible for any loss, damage or disappearance. The Agency shall: (a) mark each such item of property with City property tags upon acquisition; (b) complete inventory cards in duplicate for each such acquisition, one for the Agency and one to be forwarded within five (5) days to the City's Human Services Department Fiscal Unit; (c) maintain a ledger entitled "Equipment, Furniture and Fixtures" showing expenditures for equipment and such other inventory records as may be required by the City; and (d) make a physical inventory of property purchased with Program funds conveyed through this Agreement at least once per year, reconciling the results with the property records. Any loss, damage or disappearance of property acquired with funds conveyed through this Agreement shall be reported to the City immediately.

Upon the earlier of (1) the expiration or earlier termination of this Agreement or (2) the completion of the project, all such property and all finished or unfinished documents and materials prepared by the Agency with Program funds conveyed through this Agreement shall be considered the property of the City and forwarded to the City at its request.

III. MANNER OF PERFORMANCE

Section 300. Quality of Performance

The Agency shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The Director shall determine whether services provided by the Agency pursuant to this Agreement are satisfactory to the City. If during the course of this Agreement, the Director determines services being provided by the Agency are not satisfactory, the Agency shall take such corrective action as the City may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the City's discretion.

Section 310. Compliance with Law

In performing work and providing services under this Agreement, the Agency shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of Washington; the Charter and Ordinances of The City of Seattle; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

Section 320. Non-Discrimination/Equality of Opportunity

The Agency shall comply with the following non-discrimination and equal opportunity provisions mandated by federal and state laws and City ordinance.

- A. Section 504 of the Rehabilitation Act of 1973, 29 USC §794, Executive Order No. 11914 of the President of the United States, and implementing regulations of the Secretary of Health and Human Services, Section 504, provides in part, as follows: "No otherwise qualified handicapped individual in the United States ... shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."
- B. The Americans with Disabilities Act (ADA) of 1991 prescribes non-discrimination on the basis of disability in state and local government services. As a provider of services under contract with the City, the Agency will comply with the provisions of the ADA and shall provide such reports and information relative to the accessibility of client services as may be requested by the Director.
- C. City of Seattle Ordinance. The Agency shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or

physical handicap, unless based upon a bona fide occupational qualification. The Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this non-discrimination clause.

- D. The Agency shall furnish to the Director of Finance (or his/her designee), upon request and on such form as may be provided therefor, a report of the affirmative action taken by the Agency in implementing the requirements of this section, and will permit access to the Agency's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Finance for the purposes of investigation to determine compliance with the requirements of this section.
- E. If, upon investigation, the Director of Finance finds probable cause to believe that the Agency has failed to comply with any of the requirements of this section, the Agency and the Director of the Human Services Department shall be so notified in writing. The Director of the Human Services Department shall give the Agency an opportunity to be heard, after ten-calendar days' notice. If the Director of the Human Services Department concurs in the findings of the Director of Finance, he/she may suspend the Agreement and/or withhold any funds due or to become due to the Agency, pending compliance by the Agency with the requirements of this section.
- F. The City encourages the use of women and minority employees and apprentices on all City contracts and encourages outreach efforts in employment opportunities. Outreach efforts may include use of targeted solicitation lists, advertisements in publications directed to underrepresented communities, providing student internships or apprentice opportunities, noting the Agency's Equal Employment Opportunity (EEO) policy in solicitations, emphasizing EEO and outreach policies within the company, and using the services of available minority community and public organizations to perform outreach.
- G. Upon request by the Department of Finance, the Agency shall submit EEO Reports in the form specified by the City, detailing actual employment data for the Agency and for any and all subcontractor(s) utilized for the Work.

- H. The Agency by executing this Agreement is affirming that the Agency complies with all applicable federal, state and local non-discrimination laws, particularly the requirements of SMC Ch. 20.44 as incorporated in this Agreement. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Agreement for which the Agency may be subject to damages and sanctions provided for by the Agreement and by applicable law.
- I. The foregoing provisions of this section shall be inserted in all subcontracts for the work covered by this Agreement.
- J. *Non-Discrimination in Client Services.* The Agency and each of its subcontractors shall not on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, political ideology, ancestry, or the presence of any sensory, mental or physical handicap:
 - 1. Illegally deny an otherwise qualified individual any services or other benefits provided under this Agreement.
 - 2. In any contract, in the provision of services or in other activities made possible by this Agreement. This prohibition includes the use of any criteria or methods of administration in determining:
 - (i) the types of services or other benefits to be provided; or
 - (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or
 - (iii) the class of individuals to be afforded an opportunity to participate- any of which may have an effect of subjecting individuals to discrimination on the prohibited grounds or may have the effect of defeating or substantially impairing their opportunities.

Section 330. Efforts to Use Women and Minority Business Enterprises

- A. *General.* The City encourages the use of Women and Minority Business Enterprises ("WMBEs") as subagents; women and minority employees in all City contracts; and encourages outreach efforts to include women and minorities in employment, contracting and subcontracting opportunities.

Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

The Agency shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women or WMBE businesses.

- B. *Non-Discrimination.* The Agency shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- C. *Record-Keeping.* The Agency shall maintain, for at least 12 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Agency solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.
- D. *Sanctions for Violation.* Any violation of the mandatory requirements of the provisions of this section (sub-sections B and C) shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law.

Section 340. Prohibited Interlinkings

No person shall, as a condition to receiving services from the Agency funded by the City through this Agreement, be required to pay any fees other than those contemplated and included by specific reference in this Agreement, secure a membership in the Agency or an affiliated organization, be solicited to attend a religious service or subjected to religious instruction; nor shall any person be subjected to discrimination on account of a failure to make extra payments or to participate in such Agency activities.

Section 350. Status of Agency Employees

No employee, agent or volunteer retained by the Agency shall be deemed, or represent herself or himself to be an employee or agent of the City.

Section 360. Grievances by Participants

The Agency will establish a system through which applicants for and recipients of services under this Agreement may present grievances about the activities of the Agency or any of the Agency's subcontractors. The system shall provide applicants and recipients with an informal hearing before representatives of the Agency, and if the applicant or recipient be dissatisfied with the action of the informal hearing, a formal hearing with procedures comparable to the "fair hearing" procedures established in the Washington Administrative Code, Chapter 388-08 and the Administrative Procedure Act (RCW Chapter 34.05) for contested cases.

IV. INDEMNIFICATION AND INSURANCE

Section 400. Indemnification

The Agency, its employees and agents, shall release, hold harmless, indemnify and defend at its cost the City, its employees and agents, from and against all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of or resulting from any negligent or intentional act or omission of the Agency in connection with the performance of work or services under this Agreement or the Agency's breach or default thereunder. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Agency waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Agency acknowledges that the foregoing waiver of immunity was mutually negotiated. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement.

Section 410. Insurance

- A. ***Insurance Requirements.*** The Agency shall obtain and file with The City of Seattle Human Services Department acceptable evidence of a policy or policies of insurance as enumerated below. Such insurance **must**: (1) protect the City within the policy limits from any and all claims and risks arising out of or in connection with any activity performed by the Agency under this Agreement; (2) be maintained in full force and effect throughout the entire term of the Agreement; (3) name The City of Seattle and its employees and agents as additional insureds (excluding only professional liability), using Additional Insured Endorsement form CG 20 10 03 97 (or equivalent) for the CGL policy; and (4) include a "Separation of Insureds" or "Severability of Interests" clause, whereby, except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, the insurance applies: (a) as if each insured were the only insured; and (b) separately to each insured against whom claim is made or suit is brought. The Agency's insurance shall be primary and non-contributory to any coverage maintained by the City. The limits of such insurance shall not limit the liability of Agency under this Agreement.

Said insurance shall not be cancelled without forty-five (45) calendar days' prior written notice to the City, except for non-payment of premiums, in which case prior notice shall not be less than ten (10) calendar days. The Agency shall promptly notify the City when the Agency becomes aware of any material reduction in the aggregate limits of any insurance coverage required under this Agreement.

Acceptable evidence of insurance coverage includes the Declaration pages of the policy showing the insurance company, policy effective dates, and the insured's name, limits of liability and the endorsement, which adds The City of

Seattle as an additional insured. The Agency shall ensure that acceptable evidence of insurance is promptly forwarded to The City of Seattle Human Services Department upon the renewal or replacement of each such policy(ies).

Such insurance shall include at a minimum:

1. Commercial General Liability ("CGL") Insurance: The policy of commercial general liability insurance shall include all the coverages commonly known as:

Premises/Operations Liability
Personal Injury/Property Damage
Contractual Liability
Independent Contractors Liability
Products/Completed Operations
Stop Gap or Employers Contingent Liability
Fire Damage Legal

Said policy or policies must provide the following minimum coverage:

Bodily Injury and Property Damage:

\$1,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal Injury/Property Damage
\$1,000,000 Each Occurrence
\$ 100,000 Fire Damage

Stop Gap/Employers Liability:

\$1,000,000 Each Accident
\$1,000,000 Disease-Policy
\$1,000,000 Disease-Each Employee

2. Automobile Liability Insurance: The policy of automobile liability insurance shall include coverage for owned and non-owned vehicles.

Said policy or policies must provide the following minimum limit:

Bodily Injury and Property Damage:

\$ 500,000 per Accident

3. Professional Liability Insurance: The policy of professional liability insurance ("errors and omissions") must provide coverage for professional negligent errors, acts or omissions arising out of the scope of services under this Agreement.

Said policy or policies must provide the following minimum limit:

\$1,000,000 per Claim/Aggregate

4. Worker's Compensation: The Agency must meet State of Washington workers' compensation insurance requirements.
- B. Claims-Made Forms. If any policy required in this section is written on a "claims-made" basis, the Agency shall maintain such policy continuously in force for a period of thirty-six (36) months following the completion of work under this Agreement. If, during this period, such policy cannot be or is not renewed for any reason, the Agency shall purchase an extended reporting period (tail) which shall run at least through the end of this thirty-six (36) month period.
- C. Self-Insurance. If the Agency is self-insured for any of the risks for which insurance is required, the Agency shall so indicate in a letter signed by an authorized representative of the Agency, indicating the fund limits and whether the self-insurance is actuarially funded, along with acceptable evidence of excess insurance, as described above, required to meet the requirements of this Agreement. All self-insurance is subject to the City's prior approval and the City reserves the right to request documentation in addition to that stated in this paragraph to determine the acceptability of any self-insurance.
- D. Subcontractors. The Agency shall require each of its subcontractors to name The City of Seattle, its employees and agents as additional insureds on any liability and property insurance maintained with regard to the services performed under this Agreement. All such insurance policies shall be made available to the City for inspection upon request.
- E. Insurance Policy Rating. All policies shall be issued by a company rated A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker), and shall be subject to approval by the City.

V. GENERAL CONDITIONS

Section 500. Other Legal Requirements

- A. General Requirement. The Agency, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Agency shall specifically comply with the following requirements of this section.

- B. *Licenses and Similar Authorizations.* The Agency, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations and comply with all requirements thereof.
- C. *Use of Recycled Content Paper.* The Agency shall use, whenever practicable, recycled content paper on all documents submitted to the City, in accordance with SMC 3.38.904.
- D. *Americans with Disabilities Act.* The Agency shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- E. *Fair Contracting Practices Ordinance.* The Agency shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code, as well as various civil remedies.

Section 510. Identity of Program Participants/Benefits Recipients

The use or disclosure by any party of any identifying information concerning the identity of any participant in the program(s), or any of the services or benefits provided under this Agreement for any purpose not directly connected with the administration of the City's or Agency's responsibilities with respect to services provided under this Agreement, is prohibited except on written consent of the participant or recipient or client, his or her attorney, or responsible parent or guardian.

Section 520. Copyrights and Patents

- A. If the Agency's performance of services under this Agreement results in a book or other copyrightable material, the author is free to copyright the work; but the City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all materials which can be copyrighted.
- B. Any discovery or invention arising out of or developed in the course of work pursuant to this Agreement, shall be promptly and fully reported to the City for determination as to whether patent protection on such invention or discovery shall be sought and how the rights to the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. (If program funds are derived from the United States, federal agency regulations relating to inventions and materials generated under this apply.)

Section 530. Changes

Should the Agency not expend funds allocated under this Agreement in accordance with any Project Expenditure Rate that may have been established as part of the Contract Budget, the City may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. Changes between major budget categories of the Contract Budget of less than ten percent (10%) of the lesser major budget category need not be incorporated by written amendment; however, the City must be informed immediately in writing of each such change. Changes to the City's Agreement numbering system, fund source or coding may be made unilaterally by the City and without the need for amendment of this Agreement. The Agency shall be notified in writing of any changes in the Agreement number, fund source or coding assigned by the City; provided, however, that the total compensation allocated by the City through this Agreement does not change. Any other changes to the terms and conditions of this Agreement shall not be effective until agreed to in writing by the authorized representatives of the parties hereto.

Section 540. Restrictions Upon Transfer

The Agency shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written approval of the City. Any such approved assignment or subcontract shall be subject to each provision of this Agreement, and any procurement procedures required by the City, the State of Washington or the United States. The Agency shall not subcontract with any party which is debarred, suspended or otherwise excluded from, or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." In the event of any approved assignment or subcontract, the City shall continue to hold the Agency responsible for proper performance of the Agency's obligations under this Agreement.

Section 550. Termination and Suspension

- A. For Cause. The City may terminate this Agreement if the Agency is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to, an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout or lockout; sabotage; or superior governmental regulation or control.
- C. Loss of Funds. In the event that, for any reason, federal, state or local funds allocated to or by the City for services contracted under this Agreement are or become no longer available to the City for the purpose of conducting the program/project or compensating the Agency, the City may suspend, without recourse, the Agency's obligation to render services to the City and the City's obligation to pay for further services, by providing written notice to the Agency specifying the effective period of such suspension.

- D. *Notice.* Notice of termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- E. *Actions Upon Termination.* In the event of termination not the fault of the Agency, the Agency shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under this Agreement. The Agency agrees that this payment shall fully and adequately compensate the Agency and all subcontractors for all costs, expenses, losses, liabilities, damages, taxes and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Section 560. Future Support

The City makes no commitment of future Agency support and assumes no obligation for future support of the services and activities contracted for under this Agreement except as may be specifically provided for therein.

Section 570. Reservation of Rights

Neither payment by the City nor performance by the Agency shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

Section 580. Severability

If any provisions of this Agreement other than those provided in Sections 300 through 400, inclusive, are held invalid, the remainder of this Agreement shall not be affected, thereby, if such remainder would then continue substantially to serve the purposes and objectives originally contemplated.

VI. SPECIAL CONDITIONS

Section 600.

VII. SIGNATURES

Section 700. Entire Agreement

This Agreement consists of thirty (30) sections, including any Special Conditions referenced in Section 600, together with the following attached exhibits all of which shall be maintained by the City and subject to review by the Agency. This Agreement and the exhibits set forth below contain the entire Agreement of the parties:

- Exhibit A-1, Goals and Objectives
- Exhibit A-2, Performance Standards
- Exhibit A-3, Reporting Requirements
- Exhibit B, Budget

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

AGENCY

THE CITY OF SEATTLE

By

By

Name (*Typed*)

Patricia McInturff

Name (*Typed*)

Title

Director, Human Services Department

Title

Date

Date

Address

City, State, Zip Code

Phone Number (*Include Area Code*)

E-Mail Address (*Required*)